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CORPORATIONS—POWERS OF MAJORITY STOCKHOLDERS—RENEWAL OF CHARTER.—The charter of a commercial corporation was granted for a term of twenty years with the privilege of renewal at the expiration of such term. Under the authority of a majority vote of the stockholders the corporation filed application for a renewal. Certain minority stockholders brought suit for an injunction and a receivership to wind up the corporate affairs. *Held*, that the injunction should be denied, since, in view of the express provision in the charter for renewal, the vote of the majority stockholders was controlling. Fish, C. J., and Atkinson, J., *dissenting*. *McKemie v. Eady-Baker Grocery Co.* (1917, Ga.) 92 S. E. 282.

The rule that a "fundamental" change in the charter or organization of a corporation cannot be made without unanimous consent does not apply to changes expressly authorized by the charter itself or by general laws in force at the time of incorporation. 2 Clark & Marshall, *Private Corporations*, 1501; 3 *ibid.* 1916, and cases cited. But this statement in turn is of course subject to the qualification that the charter or statutory provision authorizing the changes may expressly or impliedly require something more than a majority vote. It was on this point that the court in the instant case divided, the minority holding that unanimous application for this renewal was impliedly required by the statutes in force at the time of organization.

DEATH BY WRONGFUL ACT—WHO MAY SUE—ADULT CHILDREN LOSING PROSPECTIVE GIFTS.—In an action for death by wrongful act, the administrator sued for the benefit of adult children. The decedent had habitually made to each child gifts of vegetables, fruit, etc., worth in all about fifty dollars a year. *Held*, that a verdict for the defendant was properly directed by the trial court, as the loss of prospective gifts of a similar character was not a "pecuniary injury" within the meaning of the Michigan Statute. Bird, J., *dissenting*. *Ormsbee v. Grand Trunk Western Ry. Co.* (1917, Mich.) 164 N. W. 408.

The authorities on the point involved are conflicting. In the majority of jurisdictions a recovery is allowed on behalf of adult children under similar circumstances. Tiffany, *Death by Wrongful Act*, sec. 169.

EDUCATIONAL INSTITUTIONS—CONTROL OF STUDENTS—EXPULSION FOR DISLOYALTY.—Leon Samson, a student in the junior class at Columbia University, made an address at a public "Emma Goldman meeting" in June, 1917. The newspapers reported that he stated that "as much as we hate the German Kaiser, we hate still more the American Kaiser," and he predicted that there would be "a draft revolution." After the conclusion of the academic year Samson was notified that he could not complete his course at Columbia. He brought suit to obtain a decree that he be allowed to continue as a student. *Held*, that the plaintiff had been guilty of such conduct as entitled the University to drop him from its student body. *Samson v. Trustees of Columbia Univ.* (1917, Sup. Ct.) 167 N. Y. Supp. 202, 101 Misc. 146.

The court expressed the view that a University impliedly contracts, upon admitting a student, that he may complete his course, but only on condition that he will so conduct himself as not to injure the University or lessen its proper control over its student body or impair its influence for good upon its students and the community. Clearly the plaintiff's unpatriotic and disloyal public statements violated this condition.

EXTRADITION—WHO ARE FUGITIVES—CRIMINAL WHOSE PROSECUTION IS BARRED BY STATUTE OF LIMITATIONS.—The petitioner was arrested in New York on a warrant for extradition to Illinois. On *habeas corpus* proceedings he contended that